

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

CLEANAIRNOW, et al.,

Plaintiffs,

v.

LOUIS DEJOY, et al.,

Defendants,

OSHKOSH DEFENSE, LLC,

Intervenor-Defendant

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O QVKQP 'HQT'UWO O CT[ "  
LWF I O GP V  
Honorable Rita F. Lin**

Case Nos. 3:22-cv-02576-RFL  
3:22-cv-02583-RFL

STATE OF CALIFORNIA, et al.,

Plaintiffs,

v.

UNITED STATES POSTAL SERVICE, et al.,

Defendants,

OSHKOSH DEFENSE, LLC,

Intervenor-Defendant.

I, Martin R. Petrey, hereby declare

1. I am currently the Senior Director, Facilities and Fleet Acquisition Portfolio for the United States Postal Service and was officially appointed in July 2018. I have been with the Postal Service for almost 36 years, beginning my postal career as an Architect-Engineer in 1988. Since that time, I have held various positions in Facilities and Supply Management, including Facilities

1 Project Manager in multiple locations, Manager, Design & Construction in multiple locations,  
 2 Purchasing & Supply Management Specialist and Team Lead for the Western Facilities  
 3 Construction Category Management Team and Executive Manager, Facilities Construction  
 4 Category Management Center, and have been a warranted Contracting Officer since 2005.

5 2. As the Senior Director, Facilities and Fleet Acquisition Portfolio, I am responsible  
 6 for commercial-off-the-shelf vehicle acquisition initiatives, vehicle parts and maintenance, vehicle  
 7 rental and leasing, Next Generation Delivery Vehicles (NGDVs), and many other vehicle-related  
 8 initiatives, as well as all facilities-related design and construction contracting activity and the  
 9 acquisition of all post-occupancy facility services and contracted utilities.

10 3. Cu'Ugplqt 'F k gevqt. 'Hcknkgu'cpf 'Hggv'Ces wuklqp 'Rqt vknq 'Kco 't gur qpukng' hqt 'j g'  
 11 leadership, management, and oversight of the contracting officer that is responsible for negotiating  
 12 with suppliers for the Postal Service's NDGV Acquisitions program, and I am a warranted  
 13 Contracting Officer myself. As a contracting officer, I seek to protect the Postal Service's  
 14 confidential business and strategic information, including the contents of potential suppliers'  
 15 responses to requests for proposals and the terms and conditions of contracts with Postal Service  
 16 suppliers. Protecting confidential contract terms and confidential information submitted in response  
 17 to requests for proposals is paramount to the Postal Service's mission to run like a business and  
 18 effectively and efficiently deliver the nation's mail. The Postal Service would not be able to  
 19 effectively operate like a business, freely negotiate contract terms, or receive competitive bids for  
 20 its requests for proposals if it could not maintain the confidentiality of competitive terms in supplier  
 21 contracts and the confidentiality of detailed research, design, and manufacturing information it  
 22 receives in response to requests for proposals.

23 4. I have reviewed the relevant portions of defendant-intervenor's unredacted  
 24 opposition to plaintiffs' motion for summary judgment and cross-motion for summary judgment  
 25 provisionally filed in this litigation to evaluate whether defendant-intervenor's proposed redactions  
 26 discuss confidential information. Eight of the statements contain commercially sensitive business  
 27 information for which the Postal Service maintains confidentiality. A chart of the proposed  
 28

1 redactions summarizing the reasons that the redactions are warranted is attached as Exhibit A.

2 5. Two statements in defendant-intervenor's opposition to plaintiffs' motion for  
3 summary judgment and cross-motion for summary judgment (lines 17-23 and 26-27 of page 19;  
4 lines 1 and 26-28 of page 20) discuss the terms of a contract modification between Oshkosh and  
5 the Postal Service. Those terms are subject to a nondisclosure agreement. The Postal Service would  
6 be harmed if those terms were made public. Defendant-intervenor's cited information refers to the  
7 conditions and timing of specific contractual payments. Other suppliers with knowledge of these  
8 terms would have an informational advantage that they could use to exploit the Postal Service in  
9 future negotiations by, for example, seeking to delay or expedite certain installments of a contract.  
10 Competitors could also use this information to place themselves at an advantage in negotiations  
11 with suppliers.

12 6. One statement in defendant-intervenor's opposition to plaintiffs' motion for  
13 summary judgment and cross-motion for summary judgment (lines 7-11 of page 22) references  
14 sensitive terms of a vehicle order that the Postal Service placed with Oshkosh. Other suppliers could  
15 use this information to craft similar or more favorable terms when negotiating future delivery orders  
16 with the Postal Service. Competitors could also take advantage of their knowledge of the Postal  
17 Service's agreement to the details and timing of deliveries in negotiations with suppliers to undercut  
18 the Postal Service.

19 7. Two statements in defendants' unredacted opposition to plaintiffs' motion for  
20 summary judgment and cross-motion for summary judgment (at line 19 of page ii; and lines 22 and  
21 24-27 of page 14, and lines 1-8 and 10-12 of page 15) reference an agreement relating to a contract  
22 between the Postal Service and Oshkosh LLC, the supplier for certain vehicles that the Postal  
23 Service has ordered under the NDGV Acquisitions program. The Postal Service would be harmed  
24 if the terms and existence of this agreement were made public. Because the agreement was specially  
25 negotiated and is unique to the Postal Service's contract with Oshkosh, and is subject to a  
26 nondisclosure agreement incorporated into the contract, revealing its existence and terms could  
27 harm the Postal Service's negotiating position with other suppliers. Other suppliers could, for  
28

1 example, demand a similar agreement, and similar terms, and competitors could seek to undercut  
2 the Postal Service's terms to attract suppliers away from the Postal Service. These effects would  
3 irreparably harm the Postal Service's competitive standing.

4 8. Three statements in defendant-intervenor's unredacted opposition to plaintiffs'  
5 motion for summary judgment and cross-motion for summary judgment (lines 4-12 of page 4; lines  
6 4-11 of page 6; and lines 9-17 and 20-22 of page 7) reference proprietary and confidential  
7 information submitted by a potential supplier to the Postal Service in response to the Postal  
8 Service's request for proposal. Maintaining the confidentiality of supplier's proprietary business  
9 information—including concerning vehicle performance, production capabilities, and research and  
10 design efforts—ensures that potential suppliers respond to the Postal Service's requests for  
11 proposals because they are confident that their sensitive information will not be made public. In  
12 addition, it ensures that potential suppliers continue to provide the detailed information about their  
13 capabilities that is necessary for the Postal Service to evaluate and compare bids in a competitive  
14 manner. Without those assurances, the Postal Service would receive fewer supplier bids and the  
15 bids it did receive would contain less detailed information. That would hamper the ability of the  
16 Postal Service to compete. In addition, because the sensitive supplier information at issue here  
17 involves a successful bid to manufacture delivery vehicles, its disclosure would further harm the  
18 Postal Service by providing competitors with access to confidential information about the  
19 specifications of postal vehicles and the production capabilities of a supplier.

20 9. The Postal Service does not publicly disclose commercially sensitive details in  
21 supplier contracts that concern specially negotiated agreements, terms and timing of payments, and  
22 provisions explaining the details of delivery orders. Similarly, the Postal Service does not publicly  
23 disclose commercially sensitive business information in potential vehicle suppliers' bids. I believe  
24 that disclosing this confidential information to the public would harm the Postal Service's ability  
25 to receive bids from potential suppliers, enter into favorable contracts with suppliers, and offer  
26 competitive products in the marketplace.

27 I declare under penalty of perjury that the foregoing is true and correct.

Executed this 26th day of July 2024.

Martin  
Petrey

Digitally signed  
by Martin Petrey  
Date: 2024.07.26  
16:23:21 -04'00'

Martin R. Petrey  
Senior Director  
Facilities and Fleet Acquisition  
Portfolio

# **Exhibit A to Petrey Declaration**

**Summary of Highlighted Statements in Defendant-Intervenor's Opposition to Plaintiffs' Motion for Summary Judgment and Cross-Motion for Summary Judgment**

<b>Document title/description</b>	<b>Dkt. No. of redacted version</b>	<b>Dkt. No. of unredacted version</b>	<b>Dkt. No. of statement in support of sealing</b>	<b>Party with burden to substantiate need to seal</b>	<b>Full or partial sealing sought</b>	<b>Brief statement of reason for sealing</b>	<b>Granted? (leave blank)</b>
Defendant-intervenor's opposition to plaintiffs' motion for summary judgment and cross-motion for summary judgment at line 19 of page ii	<i>CleanAirNow</i> Dkt. 95; <i>California</i> Dkt. 173	<i>CleanAirNow</i> Dkt. 96-2; <i>California</i> Dkt. 168-2	<i>CleanAirNow</i> Dkt. 102-1; <i>California</i> Dkt. 175-1	Defendants / Defendant-Intervenor	Partial	Disclosure would reveal unique aspects of specially-negotiated contract between the Postal Service and a vehicle supplier, harming the Postal Service's competitive standing and the public interest.	
Defendant-intervenor's opposition to plaintiffs' motion for summary judgment and cross-motion for summary judgment at lines 4-12 of page 4	<i>CleanAirNow</i> Dkt. 95; <i>California</i> Dkt. 173	<i>CleanAirNow</i> Dkt. 96-2; <i>California</i> Dkt. 168-2	<i>CleanAirNow</i> Dkt. 102-1; <i>California</i> Dkt. 175-1	Defendants / Defendant-Intervenor	Partial	Disclosure would reveal unique components of a supplier's confidential response to a request for proposal, harming the Postal Service's competitive standing and the public interest.	

Defendant-intervenor's opposition to plaintiffs' motion for summary judgment and cross-motion for summary judgment at lines 4-11 of page 6	<i>CleanAirNow</i> Dkt. 95; <i>California</i> Dkt. 173	<i>CleanAirNow</i> Dkt. 96-2; <i>California</i> Dkt. 168-2	<i>CleanAirNow</i> Dkt. 102-1; <i>California</i> Dkt. 175-1	Defendants / Defendant-Intervenor	Partial	Disclosure would reveal unique components of a supplier's confidential response to a request for proposal, harming the Postal Service's competitive standing and the public interest.	
Defendant-intervenor's opposition to plaintiffs' motion for summary judgment and cross-motion for summary judgment at lines 9-17 and 20-22 of page 7	<i>CleanAirNow</i> Dkt. 95; <i>California</i> Dkt. 173	<i>CleanAirNow</i> Dkt. 96-2; <i>California</i> Dkt. 168-2	<i>CleanAirNow</i> Dkt. 102-1; <i>California</i> Dkt. 175-1	Defendants / Defendant-Intervenor	Partial	Disclosure would reveal unique components of a supplier's confidential response to a request for proposal, harming the Postal Service's competitive standing and the public interest.	
Defendant-intervenor's opposition to plaintiffs' motion for summary judgment and cross-motion for summary	<i>CleanAirNow</i> Dkt. 95; <i>California</i> Dkt. 173	<i>CleanAirNow</i> Dkt. 96-2; <i>California</i> Dkt. 168-2	<i>CleanAirNow</i> Dkt. 102-1; <i>California</i> Dkt. 175-1	Defendants / Defendant-Intervenor	Partial	Disclosure would reveal unique aspects of specially-negotiated contract between the Postal Service and a vehicle supplier, harming the Postal Service's	



judgment at lines 22 and 24-27 of page 14 and lines 1-8 and 10-12 of page 15						competitive standing and the public interest.	
Defendant-intervenor's opposition to plaintiffs' motion for summary judgment and cross-motion for summary judgment at lines 17-23 and 26-27 of page 19	<i>CleanAirNow</i> Dkt. 95; <i>California</i> Dkt. 173	<i>CleanAirNow</i> Dkt. 96-2; <i>California</i> Dkt. 168-2	<i>CleanAirNow</i> Dkt. 102-1; <i>California</i> Dkt. 175-1	Defendants / Defendant-Intervenor	Partial	Disclosure would reveal confidential payment terms contract between the Postal Service and a vehicle supplier, harming the Postal Service's competitive standing and the public interest.	
Defendant-intervenor's opposition to plaintiffs' motion for summary judgment and cross-motion for summary judgment at lines 1 and 26-28 of page 20	<i>CleanAirNow</i> Dkt. 95; <i>California</i> Dkt. 173	<i>CleanAirNow</i> Dkt. 96-2; <i>California</i> Dkt. 168-2	<i>CleanAirNow</i> Dkt. 102-1; <i>California</i> Dkt. 175-1	Defendants / Defendant-Intervenor	Partial	Disclosure would reveal confidential payment terms of a contract between the Postal Service and a vehicle supplier, harming the Postal Service's competitive standing and the public interest.	
Defendant-intervenor's opposition to plaintiffs'	<i>CleanAirNow</i> Dkt. 95; <i>California</i> Dkt. 173	<i>CleanAirNow</i> Dkt. 96-2; <i>California</i> Dkt. 168-2	<i>CleanAirNow</i> Dkt. 102-1; <i>California</i> Dkt. 175-1	Defendants / Defendant-Intervenor	Partial	Disclosure would reveal confidential delivery terms of a contract between the	

<div>motion for summary judgment and cross-motion for summary judgment at lines 7-11 of page 22</div>						<div>Postal Service and a vehicle supplier, harming the Postal Service’s competitive standing and the public interest.</div>	
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